

STATE OF MICHIGAN
IN THE SUPREME COURT

JESSICA A. DILLON,

Plaintiff/Appellee,

Supreme Court Case No.: 153936

vs.

Court of Appeals No.: 324902

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Lower Court No.: 12-10464-NF
Isabella County Circuit Court

Defendant/Appellant.

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PLAINTIFF – APPELLEE'S SUPPLEMENTAL BRIEF SUBMITTED
PURSUANT TO THE COURTS ORDER OF FEBRUARY 1, 2017

TABLE OF CONTENTS

	<u>Page Nos.</u>
INDEX OF AUTHORITIES.....	ii
COUNTER STATEMENT OF QUESTIONS PRESENTED.....	iii
INTRODUCTION	1
COUNTER STATEMENT OF MATERIAL PROCEEDINGS AND FACTS.....	3
ARGUMENT.....	6
I. WRITTEN NOTICE WITH THE REQUIRED SPECIFICITY REGARDING INJURY WAS GIVEN ON BEHALF OF THE PLAINTIFF AS REQUIRED BY MCL 3145(1)	
A. Written Notice.....	7
B. Notice of Injury	10
RELIEF REQUESTED.....	14

INDEX OF AUTHORITIES

CASES:

Page Nos.:

<i>Devillers v Auto Club Insurance Ass’n</i> , 473 Mich 562; 702 NW2d 539 (2005).....	10
<i>Dillon v State Farm Mutual Automobile Insurance Company</i> , 315 Mich App 339, 889 NW2d 720 (2016)	1, 5, 11, 12
<i>Elezovic v Ford Motor Co</i> , 472 Mich 408; 697 NW2d 851 (2005).....	10, 11
<i>Jespersion v Auto Club Insurance Ass’n</i> , 499 Mich 29; 878 NW2d 799 (2016).....	6, 11, 13
<i>Roberts v Mecosta County General Hospital</i> , 466 Mich 57; 642 NW2d 663 (2002).....	10
<i>Walden v Auto-Owners Ins Co</i> , 105 Mich App 528; 307 NW2d 367 (1981).....	8, 9

STATUTES:

MCL 500.3145.....	2, 4, 5, 6, 12
MCL 500.3145(1).....	6, 7, 8, 9, 10, 11, 12

OTHER LEGAL AUTHORITIES:

Merriam-Webster’s Collegiate Dictionary 11 th Edition	11, 12
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COUNTER STATEMENT OF QUESTIONS PRESENTED

I. DID PLAINTIFF PROVIDE WRITTEN NOTICE OF INJURY?

CIRCUIT COURT ANSWERED YES.

COURT OF APPEALS ANSWERED YES.

PLAINTIFF-APPELLEE ANSWERS YES.

DEFENDANT-APPELLANT ANSWERS NO.

II. DOES THE WRITTEN NOTICE OF INJURY IN THIS MATTER SATISFY MCL 500.3145(1) AND ALLOW PLAINTIFF TO RECOVER PERSONAL PROTECTION INSURANCE BENEFITS FOR ANY LOSS INCURRED WITHIN ONE YEAR OF THE COMMENCEMENT OF THE ACTION?

CIRCUIT COURT ANSWERED YES.

COURT OF APPEALS ANSWERED YES.

PLAINTIFF-APPELLEE ANSWERS YES.

DEFENDANT-APPELLANT ANSWERS NO.

INTRODUCTION

Defendant State Farm's reason for denying the accident related injury to Plaintiff's hip, until their Request for Leave, was that they did not have written notice of the hip injury. They never seriously disputed that they had written notice of injury. The fact that Defendant went out of its way to indicate in footnote 5 of its Request for Leave that it had preserved the issue for appeal suggests they knew there is a question of whether they truly did. Moreover, the citations in the footnote to its brief in the Court of Appeals and its Motion for Summary Disposition in support of this proposition are unpersuasive. Those sections specifically discuss the lack of written notice for the hip injury. (See Defendant's Brief in Support of its Motion for Summary Disposition at p. 12 and Appellant's Brief on Appeal. at 11,12). Plaintiff cannot deny that there was no written notice specific to the hip within one year of the accident. The reason, however, has nothing to do with a lack of diligence on the part of the Plaintiff. Rather, it was in large part because the Plaintiff's torn hip labrum was not diagnosed until more than a year after the accident making it impossible for Plaintiff to include it in her original notice. Furthermore, Plaintiff had been mistakenly told by State Farm after she reported the claim to first look to her health insurer for coverage.

The Trial Court in its written opinion, relying on an Exhibit that was provided by Defendant, which included written claim file notes that identified the Plaintiff, the time and place of the accident, and described her injuries, found that written notice of injury had been provided. (Opinion and Order of the Trial Court at p. 3). The Court of Appeals affirmed this finding. *Dillon v. State Farm Mutual Automobile Insurance Company*, 315 Mich App 339 (2016).

Attached as (Exhibit A) are the relevant portions of the State Farm Claim file including the parts attached by Defendant in its original motion. They document that State Farm was advised by one of its agents on September 16, 2008 of the accident involving Plaintiff. (Exhibit A). Three days later additional information was provided by Plaintiff's mother to a State Farm representative Denise Pierce. (Formally Denise Barton). The information written into the file included the name and address of Jessica Dillon and also indicated that it was Jessica who was injured. It also documented the time and place and the nature of her injury.

Defendant now argues that this cannot satisfy the written requirement of MCL 500.3145 because it was not written by Plaintiff herself and submitted to State Farm. This argument fails to acknowledge that the clear and plain text of the statute which provides that the written notice can be given by the person claiming entitlement to the benefits or "by someone in his behalf". That is what is occurred here. Plaintiff's mother and Denise Pierce submitted the written notice with all the required elements on Plaintiff's behalf.

Finally, what was originally Defendant's primary argument in this case, now seems to be its fall back position. That argument being that the hip related treatment is not covered because they did not have notice of the hip injury within one year. As made clear by the Court of Appeals in its decision in this case, this argument must fail because of the clear text of the statute. MCL 500.3145 only requires "notice of injury" not notice of "the injury".

The lack of any reference to the hip injury in the original notice is not a bar to recovery for any expense incurred within one year of the commencement of the action.

COUNTER STATEMENT OF MATERIAL PROCEEDINGS AND FACTS

A more complete statement of material proceeding and facts is set forth in Plaintiff's Answer to Defendant's Request for Leave to Appeal. The following attempts to provide a summary of the relevant information.

On August 22, 2008, Jessica and her roommate were walking on the campus of CMU a few days in advance of the start of classes. Jessica was in a crosswalk and a vehicle driven by a professor entered the crosswalk and struck her. Her roommate was also hit.

At the time of the motor vehicle accident she was an "*insured*" under her father's insurance policy through State Farm.

On September 16, 2008, Jessica's mother reported, on Jessica's behalf, the facts of loss to her State Farm agent. The State Farm agent, according to the testimony of Denise Pierce, State Farm's assigned adjuster, filed a report of the claim on the same the day. (Trial Transcript, Volume IV, page 33). The agent's written report, submitted on behalf of the Plaintiff, included the date and time of the accident, a description of the accident, and the location of the accident. (Exhibit A Claim File pp. 1-2).

On September 19, 2008 additional information was obtained by adjuster Denise Pierce from Jessica's mother and recorded in the file. The written information recorded in the State Farm claims file on behalf of Plaintiff identified the Plaintiff, her address and the location of the injury. Also obtained was her current injury complaints which included road rash, injuries to the left shoulder, and lower back. (Exhibit A Claim File pp. 28-29).

In addition, Ms. Pierce wrote in the State Farm claims file:

"EVENT: RR (resident relative) daughter, (away at school) was walking across the street on CMU campus, struck by a veh, went up on hood of car and then thrown to ground. MECHANISM OF INJURY: blunt trauma, pedestrian v auto." (Exhibit A Claim File pp. 28-29).

As a result of the above notice State Farm opened a file, assigned a claim number, and sent a letter to Jessica Dillon on September 22, 2008 confirming the same (Exhibit B). The letter from State Farm specifically stated: "*We have received your claim.*" In addition, the letter included a medical authorization and directed Ms. Dillon to return it if she would be making a PIP claim. Ms. Dillon executed the authorization on September 27, 2008 and returned it to State Farm. (Exhibit C). The letter also, mistakenly, indicated that the policy was a coordinated policy and therefore if the Dillons had other health insurance, they should submit their medical expenses to those insurance companies first.

According to Ms. Pierce's deposition testimony, State Farm did pay initially for claims relative to her shoulder and back injury. (Denise Pierce Dep. 14, 15). The claim file also makes reference to payment regarding a pain killer and not pursuing subrogation. (Exhibit A Claim File p. 27). State Farm closed the claim after not receiving any further bills from the Dillons who were, as instructed, sending their bills to their health insurance carrier.

Eventually, when it was discovered the Plaintiff was going to require surgery for her injured hip, Plaintiff again contacted State Farm about coverage for bills that may not be covered by their health insurance. State Farm responded that all hip related treatment would be denied based on the fact that "Notice of the injury or claim was not provided within one year as required by MCL 500.3145". (See e.g. Exhibit D).

Plaintiff challenged this denial filing a lawsuit within a year of the date the hip related medical expenses were incurred. Prior to trial the Trial Court, in deciding cross

motions for Summary Disposition, found that the Plaintiff had provided written notice and met the statutory notice requirements of MCL 500.3145 by giving notice of injury.

A jury found that Ms. Dillon had suffered the torn hip labrum as a result of the motor vehicle accident of August 22, 2008 and awarded as damages the amount incurred for past medical expenses.

State Farm appealed challenging whether or not the notice of injury provided by the Plaintiff was sufficient for purposes of MCL 500.3145 to allow benefits for the hip injury.

The Court of Appeals found written notice of injury had been provided, and that MCL 500.3145 did not require Plaintiff to identify every specific injury to avoid the one year limitation. *Dillon v. State Farm Mutual Automobile Insurance Company*, 315 Mich App 339 (2016).

The Court held that if the legislature had intended the notice to identify a specific injury, then the statute should have provided that notice of “the” injury must be given. *Id.* slip op at 3. The Court determined that because Ms. Dillon gave notice of injury within one year of the accident the statute allowed her to recover benefits for any loss incurred within one year of the filing of suit. *Id.* slip op at 4.

Defendant filed an application for leave to appeal to this Court in June of 2016. On February 1, 2017 this Court issued an order instructing the Clerk to schedule oral argument on State Farm’s application. The Court’s Order further provided that the parties were to file supplemental briefs addressing: (1) the extent to which an injury must be described in order to provide notice of injury under MCL 500.3145; and (2) whether the plaintiff or someone on her behalf provided written notice as required by MCL 500.3145.

ARGUMENT

I. WRITTEN NOTICE WITH THE REQUIRED SPECIFICITY REGARDING INJURY WAS GIVEN ON BEHALF OF THE PLAINTIFF AS REQUIRED BY MCL 3145(1).

The issue in this case involves the appropriate interpretation of MCL 500.3145. That statute provides in part:

- (1) An action for recovery of personal protection insurance benefits payable under this chapter for accidental bodily injury may not be commenced later than 1 year after the date of the accident causing the injury unless written notice **of injury** as provided herein has been given to the insurer within 1 year after the accident or unless the insurer has previously made a payment of personal protection insurance benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivor's loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced. The notice of injury required by this subsection may be given to the insurer or any of its authorized agents by a person claiming to be entitled to benefits therefor, or **by someone in his behalf**. The notice shall give the name and address of the claimant and indicate in ordinary language the name of the person injured at the time, place and nature of his injury. MCL 500.3145(1). (emphasis added).

Under MCL 500.3145(1), an action for the recovery of no-fault benefits must be commenced within one year after the date of the accident. Included in Sec. 3145(1), are two exceptions in which the one-year limitations period will not bar a claim for no-fault benefits. *Jespersion v. Auto Club Ass'n*, 499 Mich 29, 33-34; 878 NW2d 799 (2016).

Most at issue in this case is the written notice exception. MCL 500.3145(1) provides that a suit filed more than one year after the accident will not be subject to dismissal on limitations grounds where "written notice of injury as provided herein has been given to

the insurer within 1 year after the accident..." The final two sentences of sec. 3145(1) describe the format and the contents of the written notice that will be sufficient to except the case from the one-year limitations period. According to the penultimate sentence of Sec. 3145(1), the written notice may be given "by a person claiming to be entitled to benefits therefore, or by someone in his behalf." The final sentence of sec. 3145(1) sets out the required contents of such a notice: "The notice shall give the name and address of the claimant and indicate in ordinary language the name of the person injured and the time, place and nature of his injury." *Id.*

Defendant had initially argued that the notice of was insufficient because it did not identify the hip injury. Defendant now also argues in it's Application for Leave that the notice was also deficient because it was never submitted in writing by the Plaintiff. Plaintiff will address the latter of these arguments first.

A. Written Notice

Defendant argues that the notice given by Ms. Dillon was merely oral and cannot satisfy Sec. 3145(1). This, simply, is not accurate and completely ignores the facts of the case.

The claim was first reported to the State Farm agent of the Dillons. The Agent, on behalf of Jessica Dillon reported the accident on September 16, 2008. (Exhibit A Claim File p. 1). Written into the file at that time was the following information: the name and address of the claimant/injured party (Jessica Dillon), the date of the accident (8-22-08), the time of the accident (11:46 p.m.), a description of the accident (motor vehicle v. pedestrian accident), and location of the accident (Mt. Pleasant Michigan at the intersection of Washington and Bellows on the CMU campus). (Exhibit A Claim File pp. 1-2).

Additional information was provided on September 19, 2008 by the Plaintiff's mother in a phone conversation. That information was written, on Plaintiff's behalf, into the claim file by the adjuster, Denise Pierce. (Exhibit A Claim File pp. 1-2, 7). That information once again included much of the information listed above, but also added further description of the accident and outlined her injuries as: road rash on back, left shoulder, and low back. (Exhibit A Claim File pp. 28-29).

Moreover, a letter from State Farm indicating that they had received the Plaintiff's claim was sent on September 22, 2008 with a request to return it if she intended on "making a PIP claim". (Exhibit B). In response, the Plaintiff provided a signed medical authorization to State Farm acknowledging her intent to make a claim. (Exhibit C).

These writings contain the required information and while they, medical authorization excluded, were not submitted by the Plaintiff they were done so in compliance with the text of the statute and submitted on her behalf.

The issue of whether the written notice prepared and submitted by someone else satisfied the written requirement of Sec. 3145(1) was addressed in *Walden v. Auto Owners Insurance* 105 Mich App 528; 307 NW2d 367 (1981).¹ In that case the insurance agent took the oral statements of the claimant, put them into a written form and transmitted it to the insurer. *Id.* at 530. In finding that the notice was in compliance with 3145(1), the Court found no basis to distinguish a notice on the basis of who actually transcribes the report into written form. *Id.* at 533. In fact, as the Court appropriately noted, the text of the

¹ *Walden* also addressed the issue of whether the notice in that case substantially complied with MCL 500.3145. Those issues are not germane to this case, as plaintiff is not relying on the case for that proposition.

statute clearly allows for it to be submitted by someone other than the claimant or injured party:

We detect neither a violation of the letter or the spirit of the provision by the agent being the “someone in his (claimants) behalf” who actually prepares the written notice based upon the claimants oral recital of the facts. *Id.* at 534.

In essence, the court noted the clear text allows written notice to be submitted by someone on a claimant’s behalf. The same holds true in this case in that there should be no difference between the agent and the adjuster transcribing the oral reports into written form versus the Plaintiff writing the information down and handing it to the insurer to be placed in the file. Either way a writing is generated and the required information is preserved.

To be clear, Plaintiff is not making a substantial compliance type argument. Unlike the notice in the Walden case, Plaintiff’s notice included all the required elements. Defendant cannot argue otherwise. Plaintiff is not arguing, as Defendant suggests, that the written notice in this case was “close enough”.

What Defendant is really arguing is that Plaintiff failed to provide written notice because Ms. Dillon did not herself make a written claim for no-fault benefits within one year of the accident. The language of Section 3145(1) specifies only that the notice necessary to exempt the case from the one year limitations period “may be given to the insurer....by a person claiming to be entitled to benefits therefore, or by someone in his behalf.”

The language clearly uses the permissive “may” when it lays out the fashion in which the written notice is to be given. In other words, it does not indicate that the injured

party shall be the one providing the written notice. In fact, there is nothing in the language of this statute that it must come from any person in particular.

As this Court has stated on previous occasion Sec. 3145(1) must be enforced according to its plain meaning. *Devillers v Auto Club Insurance Association*, 473 Mich 562 at 582; 702 NW2d 539. (2005). There is nothing in the statute which prevented the agent, Jessica's mother, and the insurance adjuster from submitting to the Defendant written notice on her behalf. In fact, there is no dispute by State Farm that the notice as to the other injuries was deficient. The only argument regarding deficiency of the notice was that it did not address the hip injury. As far as fulfilling all the other elements of the written notice requirement, those burdens were met by the interaction by the Plaintiff's agent, mother, and the State Farm representative.

B. Notice of Injury

In construing statutes, courts must give effect to the intent of the Legislature. The intent is to be found in the language of the statute itself. This Court held in *Roberts v. Mecosta County General Hospital*, 466 Mich 57; 642 NW2d 663 (2002):

An anchoring rule of jurisprudence, and the foremost rule of statutory construction, is that the courts are to effect the intent of the Legislature. To do so, we begin with an examination of the language of the statute. If the statute's language is clear and unambiguous, then we assume that the Legislature intended its plain meaning and the statute is enforced as written. A necessary corollary of these principals is that a court may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself. *Id.* at 63. (citations omitted).

This Court has also made it clear that the text of a statute cannot be altered by one's perception of the underlying "purpose" of a statute or the "policy" behind the statute. As the Court indicated in *Elezovic v. Ford Motor Co.*, 472 Mich 408; 697 NW2d 851 (2005),

"[t]his Court has been clear that the policy behind a statute cannot prevail over what the text actually says. The text must prevail." *Id.* at 421-422.

As noted above there are two separate exceptions to the statute of limitations found in Sec. 3145(1). There is the notice exception and the payment exception. This Court has found that each of these exceptions should be treated as independent alternatives. *Jespersion*, 499 Mich 35.

As the Court of Appeals, in this case, noted each exception is differently phrased. The written notice exception has "notice of injury" while the payment exception uses the phrase "benefit for the injury". *Dillon*, slip op at p. 3. The use of the definite article "the" is conspicuously absent in the first exception. *Id.* The court further noted that the fact that the legislature uses it later in the same sentence suggests that it was not a mere oversight or poor grammar. *Id.*

It is well established that the definite article "the" is "used as a function word to indicate that a following noun or noun equivalent is definite" or that it "is a unique or particular member of its class" and it also serves "as a function word before a noun to limit its application to that specified bias succeeding element in the sentence[.]" *Id. citing Merriam-Webster's Collegiate Dictionary 11th Edition.*

The fact that the legislature omitted its use before the word "injury" in "notice of injury" indicates that the legislature was not referring to a definite or particular injury. *Id.* Accordingly, as the court stated:

if the legislature intended for the "notice of injury" to identify a very specific injury, such as an injury to the left hip, rather than the mere fact that an accident resulted in some injury, it would have provided that "notice of the injury" must be given. *Id.*

As indicated above, the last sentence of Sec. 3145(1) details what information must be included in the notice. In particular the phrase “nature of his injury” is used. As the Court of Appeals noted, Merriam-Webster defines “nature” in this context as “a kind or class [usually] distinguished by fundamental or essential characteristics[.]” *Id.* at 4.

Accordingly, the reference by the legislature of “nature of his injury” is one to something more general and not specific. *Id.* As a result, the fact that the Defendant received notice that the Plaintiff suffered physical injuries in a motor vehicle accident is all that is required to satisfy the statute. *Id.*

This interpretation does not make this language superfluous as Defendant suggests. An injured party must still give notice they were physically injured, but they do not as Defendant would argue have to describe every injury with exacting specificity. They must simply give a general description of their injuries. If the legislature intended that every potential body part injured had to be described they could have certainly required it.

Such a statutory interpretation makes even more sense when you also consider that the injured party will still have to prove that the injury arose out of the accident to receive benefits. This is what the preceding phrase “the accident causing the injury” in Sec. 3145 references. Once a claimant gives notice ‘of injury’ then they are free to make their claims, but they will still have to prove “the injury” they are seeking coverage for was caused by “the accident.” This particular phrase does not as Defendant suggests place additional requirements into the notice exception.

As argued before, not every injury or the full extent of such an injury is known within the first year. Requiring a party to list every potential body part that may become involved as other injuries are treated is not what the language of the statute requires. The

fact that Plaintiff's low back complaints eventually were diagnosed as a torn hip labrum is not medically unusual. As Plaintiff's medical expert testimony at trial made clear, low back pain is commonly a symptom of a torn hip labrum. (Trial Transcript, Volume III, page 165-166). The doctor also testified that hip pain will commonly refer to buttock or even upper buttock, which is "often considered low back". (Trial Transcript, Volume III, page 166). Thus, when Plaintiff identified low back in her original notice she most likely was describing her hip injury.

Defendant argues that the Court of Appeals' logic is flawed, because this Court indicated in *Jespersion*, when discussing the two exceptions that "notice of the injury" is required to satisfy the notice exception. Plaintiff, in her Answer to the Application for Leave, indicated that any language regarding the written notice exception would be merely dicta given that it was not necessary to the resolution of the case which dealt exclusively with the payment exception. Plaintiff still maintains that position. However, perhaps the strongest argument is the fact that the text of the statute does not include the word "the" before the word "injury".

In reality, conducting the same textual approach that was performed by this Court in *Jespersion* as to the payment exception would lead to the exact same result that the Court of Appeals reached in this case. Accordingly, *Jespersion*, does not undermine the Court of Appeals decision in this case. The Court of Appeals in this case followed the same textual blue print set forth in *Jespersion*, regarding its statutory interpretation by looking at the plain language of the statute.

IV. RELIEF REQUESTED

Plaintiff requests that this Court deny Defendant's Request for Leave to Appeal.

Dated: March 15, 2017

Respectfully submitted,

GRAY, SOWLE & IACCO, P.C.

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Exhibit A

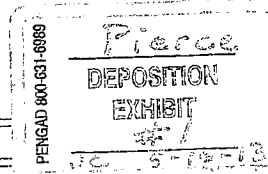


RBZ000HK
State Farm Mutual Automobile Insurance Company
Auto Claim File Print - Full

Route To: Sarah Godde

BASIC CLAIM INFORMATION

Claim Number: 22-A883-842
Date of Loss: 08-22-2008
Policy Number: 2259-616-22
Named Insured: DILLON JR, JAMES P



REPORTING INFORMATION

Recorded By

Name: (IREH)
Phone:

User Type: Agency

Reporting Agent

Name: LEMANSKI
Agent Code: 22-6390

Phone: (517) 321-5236

Reporting Method

System: Necho-I

Workflow: Conversion

FACTS OF LOSS

Date of Loss: 08-22-2008

Time of Loss: 11:46 PM

Date Reported: 09-16-2008

Date/Time Recorded: 09-16-2008 - 05:00 PM DFLT

Facts of Loss: VEHICLE WAS DRIVING NORTHBOUND ON WASHINGTON AND TURNING WESTBOUND ON BELLOWS. DAUGHTER JESSICA WAS A PREDESTRIAN WITH ANOTHER GIRL WHO WAS HIT BY VEHICLE WHILE THEY WERE IN THE CROSSWALK ON BELLOWS.
*****NO VEHICLE OF OUR INSURED'S WAS INVOLVED; DAUGHTER JESSICA WAS A PREDESTRIAN*****

Claim Group

Claim Group:

Location of Loss

Location Description: CENTRAL MICHIGAN COLLEGE CAMPUS (WASHINGTON & BELLOWS)

Street(s):

City: MT PLEASANT

County:

State/Prov: Michigan

Zip/Postal:

Country: United States

CLAIM DETAILS

Product Line: Auto
Policy Type: Private Passenger
Claim File Type: Regular
Confidential: Standard

Fatality Exists: No
Record Only: No
SIU: No
Split Claim: No

Liability: No
AMR/ISO: Yes
Theft Recovery: No
Hit and Run: No

Status Information

Claim Status: Reopened 12-27-2012
Subrogation Status:
Suit/ADR Status: Open 01-17-2013

Maintain Date:

Date: 01-28-2013

Page 1

This report includes only ECS Claims.
FOR INTERNAL STATE FARM USE ONLY
Contains CONFIDENTIAL information which may not be disclosed without express written authorization.

Dillon SF 000001

AUTO

Claim Number: 22-A883-842

RBZ000HK

RECEIVED by MSC 3/15/2017 2:52:53 PM

Last Sent to ISO: 01-18-2013	Misc Stat:
Contacted: No	

ADDITIONAL DETAILS		
Companion Claims		
<u>Claim Number</u>	<u>Policy Number</u>	<u>Policy Type</u>
State Assigned Claim		
State: JP Claim Number:		
Police/Fire Report		
Report Made: Yes Report Number: 200806422 Report Requested:	Department Reported: MT PLEASANT POLICE Date Reported: Time: :	
Violation Information		
Insured Violation: No Claimant Violation: Yes	Description: Description: HAZARDOUS ACTION 03	

RELATED INFO
Auto Statistics
Evaluate for Surcharge: Yes Motorcycle Involved: No Large Loss: Negligence: N Driver ID: PIP Reimbursement: Mass Accident Town: California DOF Letter: Information was provided that indicates bodily injuries were sustained as a result of this accident: A review of the claim indicates a death occurred as a result of Property Damage Occurred Claim documentation indicates the total loss or damage to property caused by the accident exceeded \$1,000.00: Canada Excluded Driver: Quebec/Ontario Agreement:

CLAIM OWNER OFFICE

Ex Med Eff Date			
Tort Code:			
Claimant Code:			
PIP Involved:		Network/PPO On	Network/PPO Off 08-22-2008
		BI Ded Amt:	
		Emergency Medical Applies:	
Contact Info			
Name: JESSICA DILLON		Default: Yes	
Attention:		In Care of:	
Address: 225 CHANTICLEER TRL, LANSING, MI, 48917			
Status: Permanent		Usage: Mailing	Default: Yes
Type: United States		Country: United States	
Phone: (517) 256-3952		Ext/PIN:	Status: Permanent
Usage: Personal		Type: Mobile	Default: Yes
Country: United States		Contact:	
Protection Order: No		Protection Comments:	
Email Address:		Usage:	

AUTOPROCESS PAYEE			
AutoProcess Participant			
Participant Name: JESSICA DILLON	AutoProcess: Yes	AutoProcess Injury: No	
	Service From Date:	Service To Date:	
AutoProcess Provider(s)			
Provider Name: LANSING ANESTHESIOLOGISTS PC	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	
Payee: None			
Provider Name: MICHAEL AUSTIN	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	
Payee: None			
Provider Name: SALLY A ENGLER	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	
Payee: None			
Provider Name: MSU HEALTHTEAM	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	
Payee: None			
Provider Name: INGHAM REGIONAL MEDICAL CENTER	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	
Payee: None			
Provider Name: MCLAREN GREATER LANSING	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	
Payee: None			
Provider Name: CAPITAL AREA PATHOLOGISTS	AOB Received: No		
AutoProcess: No	Autoprocess Treatment Plan	No	

03-23-2012 - 1:10:37 PM EDT Performer: Dunigan, Kesha Office: MIPIP
 File Note: RCF IP Jessica's father Tim, he wanted to know if
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Contact, Claim Note Sub Category: File
 RCF IP Jessica's father Tim, he wanted to know if everything was ok with file. Expl CR is awaiting contact from IP Jessica to discuss claim & CR can advise of claim handling needed at that time. Tim advised he will contact IP Jessica to advise a call is needed to CR

03-07-2012 -12:03:42 PM EST Performer: Pierce, Denise Office: MIPIP
 File Note: TCF Jessica in VM 3/5 TCT Jessica at 517-256-3952
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Contact, Claim Note Sub Category: File
 TCF Jessica in VM 3/5 TCT Jessica at 517-256-3952 NEED; Disscuss current inj/tx, poss 3145 issue

03-01-2012 -12:59:45 PM EST Performer: Pierce, Denise Office: MIPIP
 File Note: TCF Julie(Jessica's mom) in VM 2/27 - she indicate
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Claim Note, Progress Report, Contact Sub Category: File
 TCF Julie(Jessica's mom) in VM 2/27 - she indicated Jessica had PT forher hip which made it worse, MRI was done and now dx w/labral tear in hip. Sx is being scheduled for 3/6/12 --- TCT Jessica(updated PTL w/her current #) LM on VM NEED: get updated tx info, poss 3145 issue ===== TCT Julie at 517-927-8431 - LM on VM NEED; Exp LM for Jessica, will need to s/w her due to age

02-27-2012 -12:33:04 PM EST Performer: Esterline, Sharon Office: MIACC
 File Note: tcf Julie
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Contact Sub Category: File
 tcf Julie wanted to talk with pip cr, Jessica is going to doctor. Xfer to pip cr vm

10-08-2008 - 9:29:20 AM EDT Performer: Cronk, Amy Office: EMEDICAL
 File Note: Claim closed. Subrogatio
 Participant: COL(Participant) 050(JESSICA DILLON)
 Category: Claim Note Sub Category: File
 ACTIVITY LOG NUMBER: 00021
 Claim closed. Subrogation not pursued.

10-06-2008 -12:53:16 PM EDT Performer: Cronk, Amy Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: File
 ACTIVITY LOG NUMBER: 00019
 SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: RXS Period From: 8/22/2008 Period To: 9/19/2008 Additional Description: COMPENSABLE - Pain killer

10-06-2008 -12:53:08 PM EDT Performer: Cronk, Amy Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: File
 ACTIVITY LOG NUMBER: 00018
 SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: LEFT SHOULDER, LOW BACK SORE Period From: 8/22/2008 Period To: 9/19/2008 Additional Description: COMPENSABLE

10-06-2008 -12:53:01 PM EDT Performer: Cronk, Amy Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: File
 ACTIVITY LOG NUMBER: 00017

AUTO

Claim Number: 22-A883-842

RBZ000HK

SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: ROAD RASH ON HER BACK Period From: 8/22/2008 Period To: 9/19/2008 Additional Description: COMPENSABLE

09-22-2008 -11:11:04 AM DFLT Performer: Eaton, Jean

Office: EMEDICAL

File Note: [Category] Correspondence

Participant:

COL(Participant) 050(JESSICA DILLON)

Category: Claim Note

Sub Category: File

ACTIVITY LOG NUMBER: 16

[Category] Correspondence

P4 TO RESIDENT RELATIVE PKG - 1 number of copies printed by Jean Eaton

09-19-2008 -11:50:00 AM DFLT Performer: Barton, Denise

Office: EMEDICAL

File Note: [Category] Autopay [Part

Participant:

COL(Participant) 050(JESSICA DILLON)

Category: Claim Note

Sub Category: File

ACTIVITY LOG NUMBER: 8

[Category] Autopay [Participants] JESSICA DILLON

Autopay turned ON for JESSICA DILLON.

09-19-2008 -11:46:47 AM EDT Performer: Denise Barton

Office: EMEDICAL

File Note: CSA Activity - Create

Participant: JESSICA DILLON

COL(Participant) 050(JESSICA DILLON)

Category: CSA Activity

Sub Category: Create

ACTIVITY LOG NUMBER: 00015

() Print () Fax #: To:

(X) Letter P4 ltr pkg RR w/\$500 ded () Form

() Images () Other

09-19-2008 -11:46:05 AM EDT Performer: Denise Barton

Office: EMEDICAL

File Note: IC & CLOSING PROGRESS REP

Participant: JESSICA DILLON

COL(Participant) 050(JESSICA DILLON)

Category: Claim Note, Progress Report, Contact

Sub Category: Create

ACTIVITY LOG NUMBER: 00014

IC & CLOSING PROGRESS REPORT

BENEFITS: Jessica Dillon

SUB/UM: N/A, clmt insured w/Citizens

PRO-RATA: N/A - all veh w/SF

INJURY AT IC: road rash on back, left shoulder, low back

EVENT/INJURY MECHANISM

EVENT: RR daughter(away at school) was walking across the street on CMU campus, struck by veh, went up onto the hood of car and then thrown to the ground

MECHANISM OF INJURY: blunt trauma, pedestrian v auto

DELAY: Waiting for the bills, got busy with other kids

CURRENT TX: AMB to ER/Central MI Comm Hosp, xrays. No addl tx

ACTIVITY:

1. ISO - No hits

2. Exp P4 benefits, Incl HHS, A/C, \$500 ded if no COB

ACTION PLAN:

1. P cal

09-19-2008 -11:45:33 AM EDT Performer: Denise Barton

Office: EMEDICAL

File Note: IC & CLOSING PROGRESS REP

Participant: JESSICA DILLON

COL(Participant) 050(JESSICA DILLON)

Category: Progress Report, Contact, Claim Note

Sub Category: Create

ACTIVITY LOG NUMBER: 00013

IC & CLOSING PROGRESS REPORT

BENEFITS: Jessica Dillon

Date: 01-28-2013

Page 28

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Contains CONFIDENTIAL information which may not be disclosed without express written authorization.

Dillon SF 000028

SUB/UM: N/A, clmt insured w/Citizens
 PRO-RATA: N/A - all veh w/SF
 INJURY AT IC: road rash on back, left shoulder, low back
 EVENT/INJURY MECHANISM
 EVENT: RR daughter(away at school) was walking across the street on CMU campus, struck by veh, went up onto the hood of car and then thrown to the ground
 MECHANISM OF INJURY: blunt trauma, pedestrian v auto
 DELAY: Waiting for the bills, got busy with other kids
 CURRENT TX: AMB to ER/Central MI Comm Hosp, xrays. No addl tx
 ACTIVITY:
 1. ISO - No hits
 2. Exp P4 benefits, Incl HHS, A/C, \$500 ded if no COB
 ACTION PLAN:
 1 P cal

09-19-2008 -11:42:12 AM EDT Performer: Barton, Denise Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: Create
 ACTIVITY LOG NUMBER: 00012
 SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: RXS Period From: 8/22/2008 Period To: 9/19/2008 Additional Description: AA RLTD - Pain killer

09-19-2008 -11:41:54 AM EDT Performer: Barton, Denise Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: Create
 ACTIVITY LOG NUMBER: 00011
 SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: LEFT SHOULDER, LOW BACK SORE Period From: 8/22/2008 Period To: 9/19/2008 Additional Description: AA RLTD

09-19-2008 -11:41:38 AM EDT Performer: Barton, Denise Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: Create
 ACTIVITY LOG NUMBER: 00010
 SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: ROAD RASH ON HER BACK Period From: 8/22/2008 Period To: 9/19/2008 Additional Description: AA RLTD

09-19-2008 -11:40:09 AM EDT Performer: Barton, Denise Office: EMEDICAL
 File Note: SAVE --- AUTOPAY INJURY
 Participant: JESSICA DILLON COL(Participant) 050(JESSICA DILLON)
 Category: Autopay Sub Category: Create
 ACTIVITY LOG NUMBER: 00009
 SAVE --- AUTOPAY INJURY --- Diagnosis Code: Description: COVERAGE - P4 Period From: 8/22/2008 Period To: Additional Description: BCBS - UNDER JAMES

09-16-2008 - 6:50:09 PM EDT Performer: Armstrong, Stephen Office: CLMCENTA
 File Note: Moved to EMEDICAL Michiga
 Participant: COL(Participant) 050(JESSICA DILLON)
 Category: Claim Note Sub Category: Create
 ACTIVITY LOG NUMBER: 00006
 Moved to EMEDICAL Michigan 04-555

09-16-2008 - 6:49:56 PM EDT Performer: Armstrong, Stephen Office: CLMCENTA
 File Note: C- Moving to PIP, injury
 Participant: COL(Participant) 050(JESSICA DILLON)

Category: Claim Note ACTIVITY LOG NUMBER: 00005 C-Moving to PIP, injury only clm 09-16-2008 - 5:00:30 PM DFLT File Note: Agent's Remarks Participant: Category: New Claim ACTIVITY LOG NUMBER: 1 Agent's Remarks JULIE'S CELL# 927-8431		Sub Category: Create Office: Agency COL(Participant) 050(JESSICA DILLON) Sub Category: Create	
File History - File Note System Generated			
01-28-2013 - 2:38 PM CST	Performer ECSR1	Office: System	
System Generated File Note: Claim File Print - Full			
Participant:		COL / Line (Participant):	
Category: Claim Note			
Requested by Sarah Godde(TEY1)			
01-28-2013 - 2:37 PM CST	Performer Sarah Godde	Office: System	
System Generated File Note: Document Management - Print Request			
Participant:		COL / Line (Participant):	
Category: Claim Note			
A Print request was submitted for a restricted document(s).			
01-28-2013 - 2:35 PM CST	Performer Sarah Godde	Office: System	
System Generated File Note: Document Management - Copy Request			
Participant:		COL / Line (Participant):	
Category: Claim Note			
A Copy request was submitted for a restricted document(s).			
01-28-2013 - 2:33 PM CST	Performer Sarah Godde	Office: System	
System Generated File Note: Document Management - Copy Request			
Participant:		COL / Line (Participant):	
Category: Claim Note			
A Copy request was submitted for a restricted document(s).			
01-28-2013 - 2:32 PM CST	Performer Sarah Godde	Office: System	
System Generated File Note: Document Management - Copy Request			
Participant:		COL / Line (Participant):	
Category: Claim Note			
A Copy request was submitted for a restricted document(s).			
01-28-2013 - 7:58 AM CST	Performer Sarah Godde	Office: System	
System Generated File Note: Document Management - Copy Request			
Participant:		COL / Line (Participant):	
Category: Claim Note			
A Copy request was submitted for a restricted document(s).			
01-18-2013 - 8:21 AM CST	Performer Ryan Bridges	Office: System	
System Generated File Note: Document Fax Requested			
Participant:		COL / Line (Participant):	
Category: Claim Note			
To: John Lewis			
From: Ryan Bridges			

Date: 01-28-2013

Page 30

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Dillon SF 000030

Exhibit B

State Farm®
 Providing Insurance and Financial Services
 Home Office, Bloomington, Illinois 61710



September 22, 2008

JESSICA DILLON
 225 CHANTICLEER TRL
 LANSING, MI 48917

Michigan PIP Office
 PO BOX 2361
 Bloomington, IL 61702-2361

RE: Claim Number: 22-A883-842
 Date of Loss: 8/22/2008
 Our Insured: DILLON, JAMES P JR

Dear JESSICA DILLON:

We have received your claim and would like to explain your Personal Injury Protection (PIP) coverage.

This policy has coordinated benefits for medical expenses. This means your health insurer is the primary insurer for medical expenses. According to the Michigan No-Fault Law, you must seek necessary medical care or payment of expenses from your health insurer to the full extent that it is available to you. If your health insurance is an HMO, PPO, or PPOM, you must seek available treatment within your network.

All medical expenses that are related to the auto accident and denied by your health insurer can be submitted for consideration under your State Farm® auto policy.

Because this is a coordinated policy, a \$500 deductible may apply if the insured named in the policy does not have coordinating health insurance on the date of the accident.

The deductible would apply separately to the insured named in this policy and to any relative who lives with the insured and who is claiming medical benefits under this auto policy.

This policy also provides for reimbursement of reasonable and necessary expenses as follows:

- a) Up to \$20.00 a day for replacement services, which include expenses incurred for help with your routine household chores. The maximum benefit period for replacement services is three years from the date of the accident.
- b) Mileage to and from treatment appointments, which is reimbursable at 27 cents per mile unless you provide proof of actual expenses (for more information, please see page 3).
- c) Rehabilitation expenses, including attendant care or accommodations, which are reasonable and necessary and not covered by your private insurance.

If you will be making a PIP claim, please complete the enclosed authorization and return it in the envelope provided.

22-A883-842
Page 2
September 22, 2008

Please be aware according to Michigan No-Fault Law, an action for recovery of personal injury protection benefits must be commenced within one year after the most recent allowable expense, work loss, replacement service or survivor's loss has been incurred. However, the injured party may not recover benefits for any portion of the loss incurred more than one year before the date on which the action was commenced.

I am happy to help with any questions or concerns you have. Please contact me if I can assist you.

Sincerely,

Denise Barton
Claim Representative
Phone: (888) 888-7309 x553-2831
FAX: (888) 845-8680

jee

State Farm Mutual Automobile Insurance Company

Enclosure: Forms

For your insurance and financial needs, please visit statefarm.com®.

Exhibit C



AUTHORIZATION FOR RELEASE OF INFORMATION

NOTE: Property and Casualty insurance is excluded from the definition of "health plan" in the privacy rules developed pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and is not a covered entity. However, this authorization meets the core elements criteria set forth in the HIPAA privacy rule, Section 164.508 (c).

Name of Injured Person: JESSICA DILLON (hereinafter referred to as the "Injured Person")

Social Security Number of Injured Person: 373-11-5537
(needed to locate records)

Date of birth of Injured Person: 8/23/1990
(needed to locate records)

State Farm Claim No.: 22-AB83-842

I authorize:

- (1) any medical, psychological, psychiatric, osteopathic or chiropractic physician, dentist, any other medical practitioner or healthcare provider, hospital, clinic, rehabilitation facility, nursing home, or any other healthcare facility to disclose information from the medical and healthcare records of the Injured Person. I understand that the specific type of information to be disclosed includes, but is not limited to, medical and healthcare records and any other information including any history, treatment records, diagnosis, prognosis, narrative reports, and billing records. This authorization also permits my medical providers to discuss in person, by telephone, electronically, or by mail, medical options, conclusions, treatment plans and other information; and
- (2) any firm, employer, or insurance company to furnish information about the earnings, loss of earnings, work history, workers' compensation claim, and other medical information in its/their possession concerning the Injured Person, as well as, Event Data Recorder (EDR) information, photographs and other information about the physical damage to the vehicle(s) involved in the accident; and
- (3) any educational organization to furnish the school records of the Injured Person to

State Farm Mutual Automobile Insurance Company, its subsidiaries and affiliates, its claim associates, and legal representatives (hereinafter referred to collectively as "State Farm").

I authorize the use of the above information to permit State Farm to investigate, process, and determine the amount payable, if any, for all claims made under any State Farm property and casualty insurance policy that applies to the accident or occurrence on 8/22/2008. I understand as part of the claim handling process, State Farm may disclose medical or other information obtained by this authorization to physicians, dentists, other medical or healthcare providers or other professionals for their review and professional opinion. This information may also be released to other insurance companies for their use in connection with insurance transactions, or as required or permitted by law. Information obtained pursuant to this authorization may later be redisclosed and may not be protected under the HIPAA privacy rule. I understand that I may refuse to authorize disclosure of all or some of the requested information, but that refusal may potentially cause a delay in processing, or result in the denial of, insurance benefits for the pending injury claim(s).

This authorization may be revoked at any time, except to the extent that State Farm has taken action in reliance on this authorization prior to notice of revocation. Such revocation must be in writing, dated, signed, and include the claim number referenced above. I understand that revocation of this authorization may potentially cause a delay in processing, or result in the denial of, insurance benefits for the pending injury claim(s).

This authorization is valid for the duration of the claim referenced above, and a photocopy is as valid as the original. This authorization specifically applies to records made before, during, and after the date of signing this authorization for as long as the authorization is in effect.

I have read the authorization and signed this document as a free and voluntary act for the purposes noted above. I understand that I may obtain a copy of this authorization upon written request submitted to State Farm.

Date: 9/11/08
Jessica Dillon
Signature of individual or personal representative

Description of personal representative's authority or relationship to patient

Exhibit D



EXPLANATION OF REVIEW
This is not a bill

Claim Number: 22-A883-842

Date of Loss: 08-22-2008

Office Name: State Farm Mutual Automobile
Insurance Company
Michigan Pip Office

Patient: Jessica Dillon
c/o Gray, Sowle & Iacocca, PC
1985 ASHLAND DR STE A
MT PLEASANT, MI 48858-1286

Provider: Sally A. Engler
PO BOX 1023
MT PLEASANT, MI 48804-1023

Claim Handler: Denise Pierce
Address: PO Box 661023
Dallas, TX 75266-1023
Phone: (888) 888-7309

Named Insured: DILLON, JAMES P JR
Policy Number: 2259-616-22

Date Received: 08-28-2012
Jurisdiction: Michigan
Bill Reference
Number: DILJE00124525

TIN: 352191234
Payment Number:

Zip of Service: 48856

Diagnosis Codes: 719.45 - PAIN IN JOINT, PELVIC REGION AND THIGH

Ln	Date of Service	POS	CPT/ HCPCS	MOD/TS	Units	Submitted Amount	Approved Amount	Reason Codes
1	12-20-2011	11	97001		1.00	\$100.00	\$0.00	SF458
2	12-20-2011	11	97140		1.00	\$45.00	\$0.00	SF458
3	12-22-2011	11	97110		1.00	\$40.00	\$0.00	SF458
4	12-22-2011	11	97140		1.00	\$45.00	\$0.00	SF458
		Total Submitted Charges:		\$230.00				
		Total Approved Amount:		\$0.00				
		Amount Not Payable:		\$0.00				
		Deductible:		\$0.00				
		Apportionment / Pro Rata:		\$0.00				
		Offset:		\$0.00				
		Paid Amount:		\$0.00				

Explanations
SF458 - Notice of the injury or claim was not provided within one year as required by MCL 500.3145.

Procedure Guide

97001 - Physical therapy evaluation

97110 - Therapeutic procedure - 1 or more areas, each 15 minutes, therapeutic exercises to develop strength and endurance, range of motion and flexibility

97140 - Manual therapy techniques (eg, mobilization/ manipulation, manual lymphatic drainage, manual traction), 1 or more regions, each 15 minutes

The amount of the charges submitted has been reviewed. As a result of the review, the reimbursable amount is as reflected in our check. If you or the provider do not accept this check in discharge of the submitted claim, please notify us immediately. If the submitted claim becomes subject to creditor collection action or a lawsuit, notify us immediately so that we may provide other instructions and address the matter. These notices are provided in accordance with Insurance Bulletin 92-03.

DATE: 09-10-2012

22-A883-842

Professional
Dillon SF 000133